

TOWN OF ROCK – TOWN OF BELOIT
MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter “Agreement”) is by and between the Town of Beloit, an unincorporated Wisconsin municipality with its offices located at 2871 S. Afton Road, Beloit, Wisconsin 53511 (hereafter “Beloit”), and the Town of Rock, an unincorporated Wisconsin municipality with its offices located at 5102 S. County Road D, Afton, Wisconsin 53501 (hereinafter “Rock”).

RECITALS

1. Beloit has filed a petition for incorporation with the Circuit Court for Rock County as Case No. 2018 CV 40 (the “Incorporation Lawsuit”) to incorporate a portion of Beloit as a village pursuant to Wis. Stats. §66.0203(3)(A);

2. Rock has intervened in the Incorporation Lawsuit and has been recognized as a party of interest;

3. Sections 66.0301 and 66.0307, Wis. Stats., authorize municipalities to jointly exercise powers delegated to them and to make certain agreements concerning shared boundary lines;

4. Beloit and Rock desire to work together to arrive at a mutually agreeable resolution to outstanding issues regarding Beloit’s incorporation into the Village of Riverside (hereinafter “Riverside”) and, as a result, to avoid the delay, expense, and uncertainty resulting from protracted litigation;

5. Following ratification from the Incorporation Lawsuit, the Wisconsin Department of Administration’s Incorporation Review Board (the “Board”) has conducted a public hearing and is currently considering the merits of incorporation;

6. Beloit and Rock wish to formalize an agreement under §66.0301(6) and 66.0307, but there is insufficient time to complete the processes required thereunder prior to the final consideration and decision of the Board;

7. Beloit and Rock desire to enter into this Agreement and into a subsequent cooperative boundary plan under §66.0307, Wis. Stats. for the purpose of establishing a long term boundary and limiting the future of Riverside’s extraterritorial land subdivision review, official mapping, and annexation beyond the current boundary line of Beloit; thereby protecting Rock’s

property from annexation against its will and facilitating the provision of services to all residences of both communities to the extent practical and mutually beneficial;

8. This Agreement does not alter the exercise of Rock County zoning, land division, or subdivision review, or the general powers of Rock County in either Beloit or Rock;

9. Beloit and Rock have agreed to submit this Agreement to the Board and request the Board incorporate it into the record of the Incorporation Lawsuit; and

10. To the fullest extent authorized by law, Beloit and Rock jointly declare their intent that this Agreement, and any subsequent cooperative boundary plan pursuant to §66.0307 entered into by and between Beloit and Rock shall be binding upon and be enforceable against the newly incorporated Riverside, whether now or in the future.

NOW, THEREFORE, in consideration of the mutual promises herein stated, relief from the uncertainty and expense of litigation, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Beloit and Rock agree as follows:

A. Recitals. The Recitals set forth above are true and correct and are incorporated herein as though fully set forth.

B. Cooperative Boundary Plan. Beloit and Rock agree that, following the incorporation of Beloit as Riverside, Rock and Riverside will immediately begin the process to approve and finalize a cooperative boundary plan pursuant to §66.0307, which will include, without limitation, the following terms and conditions:

- a. A term of not less than forty (40) years;
- b. Riverside will be prohibited from annexing any property in Rock except for those properties whose owners voluntarily petition for annexation. Upon the annexation of a requesting property owner, Riverside will pay to Rock for the term of the cooperative boundary plan, the Town's allocated portion of real estate and personal property taxes relating to the annexed parcel.

(the "Boundary Agreement")

C. Purpose of Agreement. The purpose of this Agreement is to express the party's intent to formalize their common boundary agreement and request the Board incorporate this Agreement and any subsequent boundary agreement between the Beloit and Rock into their report regarding the proposed Village of Riverside. Beloit and Rock further request that the Circuit Court

of Rock County incorporate this Agreement into its final order in the Incorporation Lawsuit regarding the incorporation of Riverside so as to make this Agreement binding upon Riverside should it complete the incorporation process. This Agreement is intended to indicate the common boundary plan for Beloit and Rock during the term of the Boundary Agreement, which will be initiated and finalized following the incorporation.

D. Boundary Agreement. The parties shall commence the process immediately following Riverside's incorporation to create the Boundary Agreement under §66.0307 with a deadline to complete of no later than July 31, 2020.

E. Term. The initial term of this Agreement shall continue until the Boundary Agreement is concluded and approved by the Wisconsin Department of Administration but in no event shall it last longer than forty (40) years after the latest approval date of this Agreement by Beloit and Rock. It is the intent of the parties that the Boundary Agreement shall have a term of not less than forty (40) years.

F. Advancement of Mutual Interests. Beloit and Rock agree to jointly submit this Agreement to the Board and the court in the Incorporation Lawsuit requesting that it be incorporated into any final order authorizing the incorporation of Riverside. The parties acknowledge that in order to effectively implement this Agreement it may be necessary to obtain the cooperation and approval of other governmental agencies in the Wisconsin courts. In all matters necessary to implement this Agreement, the parties agree to seek the cooperation and approval of the relevant governmental agency or court. The preceding obligation to cooperate includes, without limitation, taking all actions necessary and proper to insure that Riverside will be legally bound to the terms of this Agreement and the Boundary Agreement. If legal action is necessary pursuant to §66.0225, Wis. Stats., neither Beloit, Rock or Riverside will oppose the standing of any party bringing an action seeking enforceability of this Agreement against Riverside.

G. Enforceability. The parties have entered into this Agreement with the authority of §66.0201, 66.0205, 66.0301, 66.0307 and 66.1001, Wis. Stats. The enforceability will not be affected by statutory amendments, changes in the form of Beloit, or changes in elected officials. The parties further agree that this Agreement is binding on their respective successors, agents and employees. The parties agree that this Agreement will apply equally to Beloit and to any successor incorporated municipality created to govern the territory of Beloit.

TOWN OF ROCK:

By: Mark P. Gunn
Mark Gunn, Town Chair

Attest:

By: Deborah Bennett
Deborah Bennett, Town Clerk

TOWN OF BELOIT:

By: Diane M. Greenlee
Diane Greenlee, Town Chair

Attest:

By: Karry DeVault
Karry DeVault, Town Clerk